

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Applicant(s) : Keegan et al.  
Serial No. : 09/965,142  
Filed : September 27, 2001  
Title : ALUMINUM METAL-CORE WELD WIRE AND METHOD FOR  
FORMING THE SAME  
Docket No. : 483471-009C1

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

RECEIVED  
APR 25 2002  
TC 1700

POWER OF ATTORNEY

All right, title, and interest in the above-identified patent application has been assigned to **Illinois Tool Works Inc.** James M. Keegan and Sundaram Nagarajan have assigned their rights in the application by an assignment executed September 21, 2001. A copy of which is attached hereto. Sushil Jana has refused to sign the application and the Assignment. His rights are owned by Illinois Tool Works Inc. by virtue of his employment agreement with the company, a copy of which is attached hereto.

The undersigned, as Vice President of Illinois Tool Works Inc., has reviewed the evidentiary documents for the above-identified patent application, which to the best of his knowledge consists of the attached assignment, and hereby certifies that to the best of his knowledge and belief, all right, title, and interest in and to the above-identified application is in Illinois Tool Works Inc., the party seeking to take this action.

On behalf of Assignee and owner of the above-identified U.S. patent application, by assignment, Illinois Tool Works Inc. hereby appoints:

Mark P. Levy	Reg. No. 27,922
Theodore D. Lienesch	Reg. No. 28,235
James R. Eley	Reg. No. 36,790
Michael J. Nieberding	Reg. No. 39,316
Steven J. Elleman	Reg. No. 41,733
John M. Mueller	Reg. No. 44,248
John F. Kane	Reg. No. 44,815
Douglas E. Erickson	Reg. No. 29,530

Rose Ann Dabek	Reg. No. 28,064
Mark W. Croll	Reg. No. 31,098
Donald J. Breh	Reg. No. 30,159
Lisa M. Soltis	Reg. No. 40,623
John H. Pilarski	Reg. No. 33,028
Paul F. Donovan	Reg. No. 39,962
R. Wayne Pritchard	Reg. No. 34,903
Benjamin J. Hauptman	Reg. No. 29,310

as its attorneys with full power of substitution and revocation, to transact all business in the U.S. Patent and Trademark Office connected therewith.

Address all correspondence and telephone calls to:

Mark P. Levy, Esq.  
Thompson Hine LLP  
2000 Courthouse Plaza NE  
10 West Second Street  
Dayton, Ohio 45402-1758  
(937) 443-6949

I, **Mark W. Croll**, declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that the statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

**Illinois Tool Works Inc.**

Date: 4-10-02

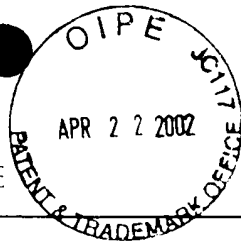
By: *Mark W. Croll*

Mark W. Croll, Reg. No. 31,098  
Vice President

RECEIVED  
APR 25 2002  
TTC 1700



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE



MARCH 25, 2002

PTAS

Chief Information Officer  
Washington, DC 20231  
www.uspto.gov

THOMPSON HINE LLP  
MARK P. LEVY  
2000 COURTHOUSE PLAZA, N.E.  
10 WEST SECOND STREET  
DAYTON, OH 45402



\*101966351A\*  
483471-009 C1

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/24/2002

REEL/FRAME: 012512/0227  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

KEEGAN, JAMES M.

DOC DATE: 09/21/2001

ASSIGNOR:

NAGARAJAN, SUNDARAM

DOC DATE: 09/21/2001

ASSIGNEE:

ILLINOIS TOOL WORKS INC.  
3600 WEST LAKE AVENUE  
GLENVIEW, ILLINOIS 60025

SERIAL NUMBER: 09965142  
PATENT NUMBER:

FILING DATE: 09/27/2001  
ISSUE DATE:

RECEIVED  
APR 25 2002  
TC 1700

LAZENA MARTIN, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

RECEIVED

APR 01 2002

INTELLECTUAL PROPERTY  
LAW GROUP  
THOMPSON HINE LLP



27805

PATENT TRADEMARK OFFICE

Form PTO-1595  
(Rev. 03-01)

OMB No. 0651-0027 (exp. 5-31-2002)

Tab settings

01-31-2002

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

483471-009-C1

To the Honorable Commissioner

ed original documents or copy thereof

101966351

## 1. Name of conveying party(ies):

James M. Keegan

Sundaram Nagarajan

1-24-02

## Name and address of receiving party(ies)

Name: Illinois Tool Works Inc.

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:



Assignment



Merger

Document ID No. 101869817



Security Agreement



Change of Name



Other

Street Address: 3600 West Lake Avenue

City: Glenview

State: IL

Zip: 60025

Execution Date: September 21, 2001

Additional name(s) & address(es) attached? ☐ Yes ☒ No

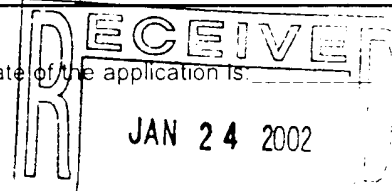
## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No. (s)

09 965,142

B. Patent No. (s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark P. Levy

Internal Address: Thompson Hine LLP

Street Address: 2000 Courthouse Plaza, N.E.

10 West Second Street

City: Dayton

State: Ohio

Zip: 45402

6. Total number of applications and patents involved: 

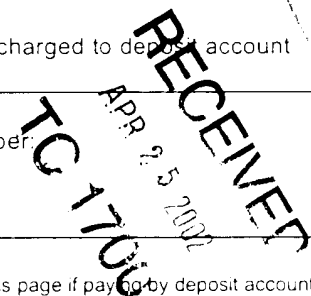
7. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

20-0809

(Attach duplicate copy of this page if paid by deposit account)



DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark P. Levy, Reg. No. 27,922

Name of Person Signing

Signature

Date

12-26-01

Total number of pages including cover sheet, attachments, and documents: Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

01/31/2002 GTOM11 00000173 09965142

01 FC:581

40.00 OP

**ASSIGNMENT**

WHEREAS, **James M. Keegan**, of the City of Troy, County of Miami and State of Ohio; **Sundaram Nagarajan**, of the City of Troy, County of Miami and State of Ohio; and **Sushil R. Jana** of the City of Troy, County of Miami and State of Ohio; invented certain new and useful **ALUMINUM METAL-CORE WELD WIRE AND METHOD FOR FORMING THE SAME** (Docket No.433471-009C1) for which I/we executed an application for letters patent of the United States;

AND WHEREAS, **Illinois Tool Works Inc.**, a corporation of the State of Illinois, with a place of business at 3600 West Lake Avenue, Glenview, Illinois, hereinafter called the Assignee, is desirous of acquiring the entire right, title and interest in and to said application and the inventions therein disclosed and any letters patent that may issue thereon;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, I/we hereby sell, assign and transfer unto said Assignee, its successors and assigns, the entire right, title and interest in and to said application and any divisions or continuations thereof, and the inventions therein disclosed, and any improvements thereon, and any patent or patents that may be issued or reissued thereon, and I/we hereby authorize and request the Commissioner of Patents and Trademarks to issue any letters patent thereon, and reissues thereof, to said Assignee, its successors and assigns; and I/we hereby authorize said Assignee, its successors and assigns, to file in its own name applications for patent in foreign countries in connection with the inventions hereby transferred, under the International Convention claiming the priority of said United States application or otherwise, and to secure in its own name the patent or patents issued thereon; and I/we hereby agree that, upon request, I/we will sign all papers, and make all rightful oaths, and do all acts which said Assignee, its successors or assigns, may consider necessary in connection with said United States application, and in connection with any other United States or foreign applications that may be filed in connection with said inventions, and with any improvements thereon, and in connection with any patents issued or reissued thereon.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of September, 2001.

James M. Keegan  
James M. Keegan

STATE OF Oh. o )  
COUNTY OF M. m. ) ss

On this 21<sup>st</sup> day of September, 2001,  
before me a Notary Public in and for the above County and **James M. Keegan**, personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose herein set forth.

SHIRLEY M. MILLER, Notary Public  
In and For the State of Ohio  
My Commission Expires Aug. 2, 2002

Shirley M. Miller  
Notary Public

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21<sup>st</sup> day of September, 2001.

S. Nagarajan  
Sundaram Nagarajan

STATE OF Oh. o )  
COUNTY OF M. m. ) ss

On this 21<sup>st</sup> day of September, 2001,  
before me a Notary Public in and for the above County and **Sundaram Nagarajan**, personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose herein set forth.

SHIRLEY M. MILLER, Notary Public  
In and For the State of Ohio  
My Commission Expires Aug. 2, 2002

Shirley M. Miller  
Notary Public

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Sushil R. Jana

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
before me a Notary Public in and for the above County and  
**Sushil R. Jana**, personally known to me, and acknowledged the  
execution of the foregoing assignment as a free act and deed  
for the purpose herein set forth.

Notary Public



# EMPLOYEE AGREEMENT



In accepting or continuing employment with Hobart Brothers Company, a wholly-owned subsidiary of Illinois Tool Works Inc. ("Hobart") I bind myself to the following obligations in consideration of the wages and benefits provided to me by Hobart and for my being given access to Trade Secret and Confidential Information.

1. In this Agreement:

a. "Hobart" means Hobart Brothers Company, a wholly-owned subsidiary of Illinois Tool Works Inc. and all divisions and subsidiaries owned or controlled by Hobart Brothers Company or under common control with Hobart Brothers Company anywhere in the world.

b. "Trade Secret" means the whole or any portion or phase of any of Hobart's scientific or technical information, designs, processes, procedures, formulae, or improvements that is valuable and secret in the sense that it is not generally known to competitors of Hobart. To the extent consistent with the foregoing definition, Trade Secret includes, without limitation, the specialized information and technology I may develop or acquire with respect to Hobart's products, processes, manufacturing, engineering, research, equipment, and applications.

c. "Confidential Information" means competitively sensitive information possessed by Hobart about Hobart and its business activities not generally known to competitors of Hobart which is used or is useful in the conduct of Hobart's business, and which confers or tends to confer a competitive advantage to Hobart over one who does not possess the information. To the extent consistent with the foregoing definition, Confidential Information includes information about existing, new or envisioned Hobart products and processes and their development and performance, scientific, engineering, or technical information, computer software and firmware, internal business plans and financial information, and internal information relating to manufacturing, purchasing, inventories, data processing, personnel, marketing, sales and service, pricing, costs, and quotations. Confidential Information also includes such information received by Hobart from others which Hobart has an obligation to treat as confidential.

d. "Invention" means any discovery, improvement or idea (whether or not described in writing or reduced to practice, and whether patentable or not) made solely by me or jointly with others, while an employee of Hobart or during a period of one year thereafter; (1) relating to any of Hobart's products, processes, manufacturing, engineering, research, equipment, applications or other activities or investigations; or (2) relating to ideas work or investigations conceived or carried on by me in connection with or because of my employment with Hobart.

e. "Work of Authorship" means any literary, pictorial, sculptural, graphic, audio or visual work, whether published or unpublished, and whether copyrightable or not, in



whatever form and in whatever media, originated solely by me or jointly with others while an employee of Hobart or during a period of one year thereafter; (1) relating to any of Hobart's products, processes, manufacturing, engineering, research, equipment, applications or other activities or investigations; or (2) relating to ideas, work or investigations conceived or carried on by me in connection with or because of my employment with Hobart.

2. If I make an Invention, originate a Work of Authorship, or create Trade Secret or Confidential Information it shall, without further payment, immediately become the property of Hobart; and, further, I shall:

a. Communicate to Hobart promptly and fully all Inventions made, all Works of Authorship originated, and all Trade Secrets or Confidential Information created; and give Hobart all documents and things embodying or describing same;

b. Execute patent application, copyright applications, assignments, and other documents relating to each Invention, Work of Authorship and Trade Secret or Confidential Information necessary or proper to vest ownership in Hobart and to obtain, maintain and enforce Letters Patent, Certificates of Copyright Registration and other proprietary rights to same throughout the world; and

c. Give affidavits and testimony as to facts within my knowledge in connection with any such Inventions, Works of Authorship and Trade Secrets or Confidential Information in any administrative proceedings, arbitration, litigation or controversy relating thereto.

3. Except as required by my duties to Hobart I will not, either during my employment with Hobart or thereafter, use or disclose or authorize others to use or disclose or permit any person to obtain any Trade Secret. Upon termination of my employment with Hobart, all things and documents containing any Trade Secret, whether made by me or others, including copies thereof in my possession will be left with Hobart. This paragraph shall continue to bind me during my employment with Hobart and thereafter only so long as such information remains a Trade Secret.

4. Except as required by my duties to Hobart, I will not, either during my employment with Hobart or for a period of eighteen months thereafter, use or disclose or authorize others to use or disclose or permit any person to obtain any Confidential Information. Upon termination of my employment with Hobart, all things and documents containing Confidential Information, whether made by me or others, including copies thereof in my possession will be left with Hobart. This paragraph shall continue to bind me during my employment with Hobart and thereafter for said eighteen month period only so long as such information remains Confidential Information.

5. I promise that during the period of my employment with Hobart I will not take any other employment or participate in activities that conflict with my duty of loyalty as an employee of Hobart.

6. If I have been employed with Hobart in any technical capacity involving research, development, engineering, manufacture, evaluation, testing, installation, or service relating to any existing or proposed Hobart product, process, or service, I promise that during my employment and for a period of eighteen months immediately following the termination of my employment with Hobart, I will not become engaged in a technical, promotional, or supervisory capacity for a Conflicting Organization (as defined below) with respect to a Conflicting Product (as defined below) in any territory where, as of the date of the Agreement, Hobart promotes or sells such product, process, or service or a related product, process, or service.

"Conflicting Organization" means any person, including myself, or organization, or business unit of any organization, who or which is engaged in, or about to become engaged in, research or development, production, marketing, selling, or servicing of a Conflicting Product.

"Conflicting Product" means any product, process, or service which competes with the existing or proposed products, processes, or services of Hobart: (a) upon which I have worked or have been associated with during any part of the five (5) years immediately preceding the termination of my employment with Hobart: or (b) about which I have acquired or created Trade Secret or Confidential Information.

7. If I have been employed by Hobart in a staff, management, or supervisory capacity relating to any existing or proposed Hobart product, process or service, I promise that during my employment and for a period of eighteen months immediately following the termination of my employment with Hobart, I will not render services similar to those I rendered to Hobart for a Conflicting Organization (as defined below) with respect to a Conflicting Product (as defined below) in any territory where, as of the date of this Agreement, Hobart promotes or sells such product, or service or a related product, process or service.

"Conflicting Organization" means any person, including myself, or organization, or business unit of any organization, who or which is engaged in, or is about to become engaged in, research or development, production, marketing, selling, or servicing a Conflicting Product.

"Conflicting Product" means any product, process, or service which competes with the existing or proposed products, processes, or services of Hobart: (a) for which I have had staff, management, or supervisory responsibility or assignment for Hobart during any part of the five (5) years immediately preceding the termination of my employment with Hobart: or (b) about which I have acquired or created Trade Secret or Confidential Information.

8. I understand that this Agreement applies regardless of whether there are later changes in my job duties, location or division assignment and that it applies to each and any employment with Hobart regardless of the number or dates of changes in my employment with Hobart. I understand that this Agreement applies to any documents or Trade Secret or Confidential Information received, or any Invention conceived, or Work of Authorship made, by me during my employment with Hobart.

9. If I am unable to obtain employment consistent with my abilities and education within one month after termination of my employment with Hobart because of the provisions of paragraphs 6 or 7, such provision shall thereafter continue to bind me only as long as Hobart shall make payments to me equal to three-fourths of my monthly base pay at termination (exclusive of extra compensation, bonus, or employee benefits) for each month of such unemployment (or pro rata for periods less than a month) commencing with the second month after termination of my employment with Hobart. 75%

During each month of such unemployment, I will make reasonable efforts to find employment; and I will, within ten days after the end of each calendar month for which I seek payment, give Hobart a detailed written account of my efforts to obtain employment. Such account will include a demonstration by me that although I sought employment conscientiously and aggressively, I was unable to obtain it because of the provisions of paragraphs 6 or 7. Hobart shall, at its option, be relieved of making a monthly payment to me for any month during which I failed to seek employment conscientiously and aggressively and to account to Hobart as provided for above.

Hobart is obligated to make such payments to me, upon my fulfillment of the conditions set forth above, for seventeen (17) consecutive months unless Hobart gives me written permission to accept available employment, or gives me a written release from the obligations of paragraphs 6 or 7. Hobart's obligation to make such monthly payments shall terminate upon my death or upon my obtaining employment. I agree that I will give prompt written notice of such employment to Hobart.

Hobart shall not be liable under this Agreement, or any action relating thereto, for any amount greater than the equivalent of seventeen (17) such monthly payments. Hobart is not obligated to make a payment to me for the first month of such unemployment.

10. I understand that even though Hobart has various offices and divisions throughout the country and the world, Hobart nevertheless is principally an Ohio-based company. As a Hobart employee, I may transfer between various Hobart offices and divisions located in different states and countries. Therefore, regardless of where I may be employed or transferred, this Agreement will be interpreted and construed in accordance with the laws of the State of Ohio so that everyone will be certain of their obligations should disputes ever arise.

11. This Agreement shall be construed as an addition to any obligations or legal or equitable remedies existing by law, e.g., the law of trade secrets, and shall not be construed as being a limitation upon such obligations or remedies. Should any paragraph, sentence, or any portion of a paragraph or sentence of this Agreement be judicially held to be invalid, unenforceable, or void, such holding shall not have the effect of invalidating or voiding the remainder of the sentence, paragraph and Agreement. I also understand that should Hobart waive any violation or breach of my obligations to it, it shall not be considered a waiver of any succeeding breach or of the obligation so breached. Further, any claim I may have against Hobart shall not constitute a defense to enforcement by Hobart of this Agreement.

12. I understand this Agreement supersedes all previous like agreements between the parties and shall both bind and benefit Hobart, its successors and assigns as well as myself, my heirs, executors and administrators. The covenants in this Agreement shall survive termination of my employment with Hobart, regardless of who causes the termination and under what circumstances.

13. This Agreement may not be waived, changed, modified, abandoned or terminated, in whole or part, except by an instrument in writing signed by an officer of Hobart.

I understand that this Agreement becomes binding upon acceptance by Hobart at its corporate headquarters in Troy, Ohio.

*Andre Odermatt*  
Witness Signature

*[Signature]*  
Employee's Signature

ANDRE ODERMATT  
Witness Printed Name

3/17/97  
Date

*[Signature]* ACCEPTED for Hobart Brothers at Troy, Ohio this 17th day of MARCH 1997.